

1 integrated customers;

- 2 d. agreements as to what to tell customers about the reason for a price
3 increase;
- 4 e. agreements to coordinate with competitors that did not attend the group
5 meetings and agreements with them to abide by the agreed-upon
6 pricing;
- 7 f. agreements to coordinate pricing with CRT manufacturers in other
8 geographic markets such as Brazil, Europe and India;
- 9 g. agreements to exchange pertinent information regarding shipments,
10 capacity, production, prices and customers' demands;
- 11 h. agreements to coordinate uniform public statements regarding
12 available capacity and supply;
- 13 i. agreements to allocate both overall market shares and share of a
14 particular customer's purchases;
- 15 j. agreements to allocate customers;
- 16 k. agreements regarding capacity, including agreements to restrict output
17 and to audit compliance with such agreements; and
- 18 l. agreements to keep their meetings secret.

19
20 134. Efforts were made to monitor each conspirator's adherence to these
21 agreements in a number of ways, including seeking confirmation of pricing both from customers
22 and from employees of the conspirators themselves. When cheating did occur, it was addressed
23 in at least four ways: 1) monitoring; 2) attendees at the meetings challenging other attendees if
24 they did not live up to an agreement; 3) threats to undermine a competitor at one of its principal
25 customers; and 4) a recognition of a mutual interest in living up to the target price and living up to
26 the agreements that had been made.

27 135. From 2005-2007 the group glass meetings became less frequent and
28 bilateral meetings again became more prevalent.

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2. Bilateral Discussions

136. Throughout the Relevant Period, the glass meetings were supplemented by bilateral discussions between various Defendants and their co-conspirators. The bilateral discussions were more informal than the group meetings and occurred on a frequent, ad hoc basis, often between the group meetings. These discussions, usually between sales and marketing employees, took the form of in-person meetings, telephone contacts and emails.

137. During the Relevant Period, in-person bilateral meetings took place in Malaysia, Indonesia, Taiwan, China, United Kingdom, Singapore, South Korea, Japan, Thailand, Brazil, Mexico, and the United States.

138. The purpose of the bilateral discussions was to exchange information about past and future pricing, confirm production levels, share sales order information, confirm pricing rumors, and coordinate pricing with manufacturers in other geographic locations, including Brazil, Mexico, Europe, and the United States.

139. In order to ensure the efficacy of their global conspiracy, Defendants and their co-conspirators also used bilateral meetings to coordinate pricing with CRT manufacturers in Brazil, Mexico, and the United States, such as Philips Brazil, Samsung SDI Brazil and Samsung SDI Mexico. These Brazilian and Mexican manufacturers were particularly important because they served the North American market for CRT Products. As further alleged herein, North America was the largest market for CRT televisions and computer monitors during the Relevant Period. Because these manufacturers are all wholly-owned and controlled subsidiaries of Philips and Samsung SDI, they adhered to the unlawful price-fixing agreements. In this way, Defendants and their co-conspirators ensured that prices of all CRTs sold in the United States were fixed, raised, maintained and/or stabilized at supracompetitive levels.

140. Defendants and co-conspirators also used bilateral discussions with each other during price negotiations with customers to avoid being persuaded by customers to cut prices. The information gained in these communications was then shared with supervisors and taken into account in determining the price to be offered.

141. Bilateral discussions were also used to coordinate prices with CRT manufacturers that did not ordinarily attend the group meetings, such as Defendant Mitsubishi and co-conspirators Hitachi, Toshiba, Panasonic and Samtel. It was often the case that in the few days following a top or management meeting, the attendees at these group meetings would meet bilaterally with the other conspirators for the purpose of communicating whatever CRT pricing and/or output agreements had been reached during the meeting. For example, Samsung SDI had a relationship with Hitachi and was responsible for communicating CRT pricing agreements to Hitachi. LG Electronics had a relationship with Toshiba and was responsible for communicating CRT pricing agreements to Toshiba. Similarly, Samsung SDI had regular communications with Defendant Mitsubishi. And Thai CRT had a relationship with Samtel and was responsible for communicating CRT pricing agreements to Samtel. Hitachi, Toshiba and Samtel implemented the agreed-upon pricing as conveyed by Samsung SDI, LG Electronics and Thai CRT. Other times, Hitachi and Toshiba attended the glass meetings. In this way, Hitachi, Toshiba and Samtel participated in the conspiracy to fix prices of CRTs.

3. **Defendants' and Co-Conspirators' Participation in Group and Bilateral Discussions**

142. When Plaintiff refers to a corporate family or companies by a single name in alleging participation in the conspiracy, Plaintiff is alleging that one or more employees or agents of entities within the corporate family engaged in conspiratorial meetings or communications on behalf of every company in that corporate family. The individual participants in the conspiratorial meetings and communications often did not know the corporate affiliation of their counterparts, nor did they distinguish between the entities within a corporate family. The individuals who participated in conspiratorial meetings and communications entered into agreements on behalf of, and reported these meetings and discussions to, their respective corporate families. As a result, the entire corporate family was represented. For the Defendants and co-conspirators identified in the following paragraphs, in many instances their high-ranking executives participated in the conspiratorial meetings and communications.

a. Thomson's Admitted Participation in the CRT Conspiracy

143. Thomson has admitted that it participated in the CRT price-fixing conspiracy. In its 2011 Annual Report (released in late March 2012), Thomson told its shareholders and the public:

On January 9, 2008, Thomson/Technicolor received a request under art 18 (2) of Council Regulation n1/2003 from the European Commission (the "EC") also relating to the CRT industry. Thomson/Technicolor received three further requests for information from the EC on January 16, 2009, January 19, 2009, and September 15, 2009 respectively. On November 25, 2009, Thomson/Technicolor received a Statement of Objections ("SO") from the European Commission. On March 3, 2010, Thomson/Technicolor filed its written response to the "SO." On May 26 and 27, 2010, Thomson/Technicolor attended an Oral Hearing together with the other parties and the European Commission. *Thomson/Technicolor stated that it played a minor role in the alleged anticompetitive conduct.*

Technicolor Annual Report 2011, at 226 (emphasis added). While the Circuit City Trust disputes that Thomson's role in the CRT price-fixing conspiracy was minor and believes the evidence adduced to date demonstrates it was substantial, what cannot be contested is that Thomson *by its own admission* was one of the conspirators.

144. In December 2012, following an investigation of more than four years, the EC released its finding on the CRT price-fixing conspiracy. It found that seven companies, including Thomson, participated in cartels lasting "almost ten years, between 1996 and 2006," to fix the prices of CRTs. The EC concluded that "these companies fixed prices, shared markets, allocated customers between themselves and restricted their output." The EC official responsible for competition policy described the CRT cartels as "textbook cartels [that] feature all the worst kinds of anticompetitive behavior." Fines totaling €1,470,515,000 were assessed against the members of the CRT cartels, including a fine of €38,631,000 against Thomson, an amount which was reduced due to Thomson's cooperation with the EC investigation. The EC investigation found that the CRT cartels "operated worldwide" and were "among the most organized cartels that the Commission has investigated."

145. After the EC announced its finding that Thomson participated in the CRT

1 price-fixing conspiracy and after Thomson paid the fine imposed by the EC, Thomson again
2 acknowledged its participation in the conspiracy. In its 2012 Annual Report (released in late
3 March 2013), Thomson informed its shareholders and the public that “[f]ollowing the European
4 Commission decision, purchasers may bring individual claims against the Company seeking
5 compensation for alleged loss suffered as a result of the anti-competitive conduct.” Technicolor
6 Annual Report 2012, at 216.
7

8 146. Between at least 1995 and 2005, Thomson participated in and/or was a
9 party to over 15 bilateral meetings and over 25 group meetings, including “green meetings” in the
10 United States, with the Defendants and co-conspirators in which unlawful agreements as to, inter
11 alia, price, output restrictions, and/or customer and market allocation of CRTs occurred. These
12 meetings attended by Thomson occurred in the United States, Europe, Japan, and China, and were
13 also attended by representatives from Samsung SDI, MTPD, LPD, Philips, Toshiba, and
14 Chunghwa, among other co-conspirators. The purpose of these meetings, and other
15 communications, between Thomson and the co-conspirators was to raise and stabilize the prices
16 and set supply levels of CRTs sold by Thomson and its competitors in North America, including
17 the United States. Documents reflect that these meetings among competitors did not occur in the
18 context of a customer-supplier relationship. Thomson also discussed with competitors CRT
19 prices, production, revenues, volumes, demand, inventories, estimated sales, plant shutdowns,
20 customer allocation, and new product development, including for North American CRTs. A
21 substantial number of these meetings were attended by high level sales, operations, and sourcing
22 managers from Thomson Consumer and/or Thomson SA. In addition to in-person meetings,
23 Thomson also communicated with its competitors over the telephone and by email. On
24 information and belief, Plaintiff anticipates additional evidence of Thomson’s conspiratorial
25 meetings and/or communications with the Defendants and co-conspirators will be revealed
26 through discovery of Thomson. As examples of Thomson’s active participation in a conspiracy to
27 fix CRT prices during the Relevant Period:
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[illegible]

[illegible]

1 Thomson SA participated in the conspiracy in its own right and through its wholly owned
2 subsidiary, Thomson Consumer, through at least 2005, and participated thereafter through
3 Videocon, in which it retained a 13.1% ownership stake after selling its CRT business to
4 Videocon in 2005. Thomson SA maintained at least a 10% ownership interest in Videocon
5 throughout the conspiracy period. Thomson SA never effectively withdrew from this conspiracy.
6

7 147. Thomson Consumer directly participated in the conspiracy in the United
8 States, which was Thomson's largest market for CRTs. Between at least 1995 and 2005,
9 Thomson Consumer knowingly participated in and/or was a party to bilateral and group meetings,
10 including "green meetings" in the United States, in which unlawful agreements as to, inter alia,
11 price, output restrictions, and/or customer and market allocation of U.S.-market CRTs occurred.
12 As examples of Thomson Consumer's active participation in a conspiracy to fix CRT prices
13 during the Relevant Period:

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
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3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 148. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 149. Thomson Consumer knowingly participated in the conspiracy both in its
18 own right and through its parent company Thomson SA, through at least 2005, and participated
19 thereafter through Videocon, in which Thomson SA maintained at least a 10% ownership interest
20 throughout the conspiracy period. Thomson Consumer never effectively withdrew from this
21 conspiracy.

22 **b. Videocon's Participation in the CRT Conspiracy**

23
24 150. Upon information and belief, between 2005 and 2007, Videocon
25 participated in several glass meetings and multiple bilateral meetings with its competitors,
26 continuing the practice established by Thomson. These meetings were attended by high level
27 sales and marketing managers and executives from Videocon, including one Thomson employee
28 who sat on Videocon's Board of Directors, and employees who had previously attended meetings

1 on behalf of Thomson. At these meetings, Videocon discussed such things as CRT prices,
2 production, revenues, volumes, demand, inventories, estimated sales, plant shutdowns, customer
3 allocation, and new product development, and agreed on prices and supply levels for CRT
4 Products. These meetings included discussions in which Videocon shared information with
5 competitors regarding the U.S. market for CRTs. Documents reflect that these meetings among
6 competitors did not occur in the context of a customer-supplier relationship. [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 Videocon never effectively withdrew from this conspiracy.

14 **c. TDA's Participation in the CRT Conspiracy**

15 151. TDA was responsible for the sales and marketing of CRT Products in
16 North America on behalf of its parent company, Videocon. Upon information and belief,
17 Videocon dominated and/or controlled the finances, policies and/or affairs of TDA and directed
18 its pricing of CRT Products sold to the North America market. [REDACTED]
19 [REDACTED]
20 [REDACTED]

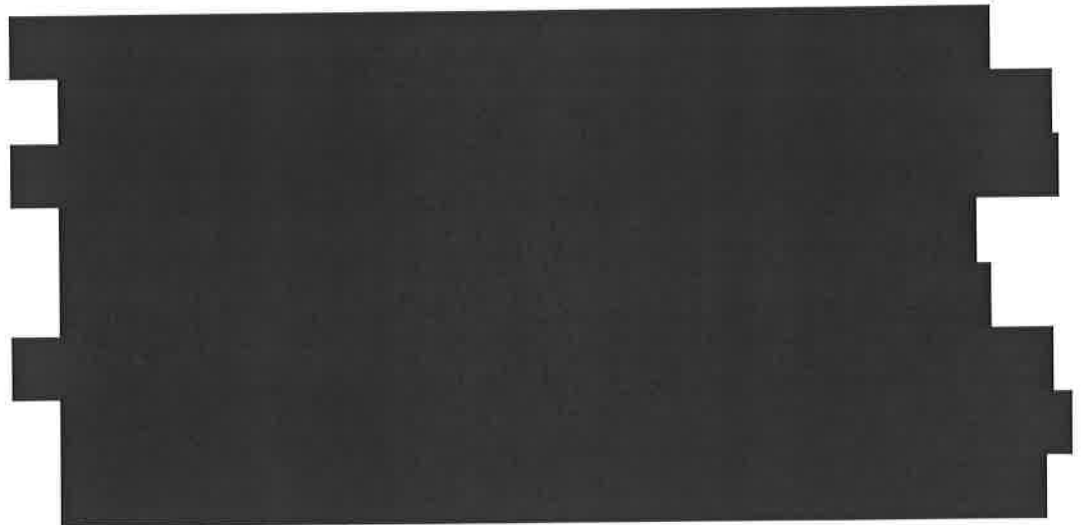
21 Upon
22 information and belief, between 2005 and 2007, TDA (originally known as Thomson Displays
23 Americas), and its wholly owned Mexican subsidiary and co-conspirator Technologies Displays
24 Mexicana, knowingly participated in conspiracy meetings and/or were parties to the agreements
25 entered at them, individually and through their parent company Videocon. The prices established
26 by TDA were, thus, the product of conspiratorial communications between Videocon and TDA
27 and their co-conspirators.

28 152. To the extent Thomson Consumer, TDA, and its Mexican subsidiary and

1 co-conspirator Technologies Displays Mexicana, distributed CRTs to direct purchasers, they
2 played a significant role in the conspiracy because Defendants wished to ensure that the prices for
3 such products paid by direct purchasers would not undercut the pricing agreements reached at
4 these various meetings. Thus, Thomson Consumer, TDA, and Technologies Displays Mexicana
5 were at those meetings and/or were parties to the agreements and were active, knowing
6 participants in this conspiracy.
7

8 **d. Mitsubishi's Participation in the CRT Conspiracy**

9 153. Between at least 1995 and 2005, Defendant Mitsubishi participated in
10 multiple bilateral and group meetings with its competitors, including but not limited to, co-
11 conspirators Samsung SDI, Toshiba, Chunghwa, and Hitachi. These meetings were attended by
12 high level sales managers and other senior executives from Mitsubishi. At these meetings,
13 Mitsubishi discussed such things as CRT prices, production, future production, revenues,
14 volumes, demand, inventories, estimated sales, plant shutdowns, customer allocation, and new
15 product development, and agreed on prices, customer allocations, and supply levels for CRTs. In
16 addition to in-person meetings, Mitsubishi also communicated with its competitors by telephone
17 and email. Examples of Mitsubishi's active participation in the conspiracy to fix CRT prices
18 during the Relevant Period include, but are not limited to:



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[REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 All of the above acts, as well as others, were in furtherance of the conspiracy.

5 **e. Co-conspirators' Participation in the CRT Conspiracy**

6 154. Between at least 1996 and 2001, co-conspirator Hitachi, through Hitachi,
7 Ltd., Hitachi Displays, Hitachi Shenzhen and Hitachi Asia, participated in several glass meetings.
8 These meetings were attended by high level sales managers from Hitachi. Hitachi also engaged
9 in multiple bilateral discussions with other participants, particularly with Samsung. Through
10 these discussions, Hitachi agreed on prices and supply levels for CRTs. Hitachi never effectively
11 withdrew from this conspiracy.

12 155. Co-conspirators Hitachi America and HEDUS were represented at those
13 meetings and were a party to the agreements entered at them. To the extent Hitachi America and
14 HEDUS sold and/or distributed CRT Products to direct purchasers, they played a significant role
15 in the conspiracy because Defendants and their co-conspirators wished to ensure that the prices
16 for CRT Products paid by direct purchasers would not undercut the CRT pricing agreements
17 reached at the glass meetings. Thus, Hitachi America and HEDUS were active, knowing
18 participants in the alleged conspiracy.

19 156. Between at least 1998 and 2007, co-conspirator IRICO, through IGC, IGE
20 and IDDC, participated in multiple glass meetings. These meetings were attended by the highest
21 ranking executives from IRICO. IRICO also engaged in multiple bilateral discussions with other
22 participants, particularly with other Chinese manufacturers. Through these discussions, IRICO
23 agreed on prices and supply levels for CRTs. None of IRICO's conspiratorial conduct in
24 connection with CRTs was mandated by the Chinese government. IRICO was acting to further its
25 own independent private interests in participating in the alleged conspiracy.

26 157. Between at least 1995 and 2001, co-conspirator LG Electronics, through
27 LGEI and LGETT, participated in at least 100 glass meetings at all levels. After 2001, LG
28

1 Electronics participated in the CRT conspiracy through its joint venture with Philips, LGPD
2 (n/k/a LP Displays). A substantial number of these meetings were attended by the highest
3 ranking executives from LG Electronics. LG Electronics also engaged in bilateral discussions
4 with other participants on a regular basis. Through these discussions, LG agreed on prices and
5 supply levels for CRTs. LG Electronics never effectively withdrew from this conspiracy.
6

7 158. Co-conspirator LGEUSA was represented at those meetings and was a
8 party to the agreements entered at them. To the extent LGEUSA sold and/or distributed CRT
9 Products, it played a significant role in the conspiracy because Defendants and their co-
10 conspirators wished to ensure that the prices for CRT Products paid by direct purchasers would
11 not undercut the CRT pricing agreements reached at the glass meetings. Thus, LGEUSA was an
12 active, knowing participant in the alleged conspiracy.

13 159. Between at least 2001 and 2006, co-conspirator LP Displays (f/k/a LGPD)
14 participated in at least 100 glass meetings at all levels. A substantial number of these meetings
15 were attended by the highest ranking executives from LP Displays. Certain of these high level
16 executives from LP Displays had previously attended meetings on behalf of LG Electronics and
17 Philips. LP Displays also engaged in bilateral discussions with other participants. Through these
18 discussions, LP Displays agreed on prices and supply levels for CRTs.

19 160. Between at least 1996 and 2003, co-conspirator Panasonic, through
20 Panasonic Corporation and Matsushita Malaysia, participated in several glass meetings. After
21 2003, Panasonic participated in the CRT conspiracy through MTPD, its joint venture with
22 Toshiba. These meetings were attended by high level sales managers from Panasonic and MTPD.
23 Panasonic also engaged in multiple bilateral discussions with other participants. Through these
24 discussions, Panasonic agreed on prices and supply levels for CRTs. Panasonic never effectively
25 withdrew from this conspiracy.

26 161. PCNA was represented at those meetings and was a party to the agreements
27 entered at them. To the extent PCNA sold and/or distributed CRT Products to direct purchasers,
28 it played a significant role in the conspiracy because Defendants and their co-conspirators wished

1 to ensure that the prices for CRT Products paid by direct purchasers would not undercut the CRT
2 pricing agreements reached at the glass meetings. Thus, PCNA was an active, knowing
3 participant in the alleged conspiracy.
4

5 162. Between at least 2003 and 2006, co-conspirator MTPD participated in
6 multiple glass meetings and in fact led many of these meetings during the latter years of the
7 conspiracy. These meetings were attended by high level sales managers from MTPD. MTPD
8 also engaged in bilateral discussions with other participants. Through these discussions, MTPD
9 agreed on prices and supply levels for CRTs.

10 163. Between at least 1998 and 2007, co-conspirator BMCC participated in
11 multiple glass meetings. These meetings were attended by high level sales managers from
12 BMCC. BMCC also engaged in multiple bilateral discussions with other participants, particularly
13 the other Chinese CRT manufacturers. Through these discussions, BMCC agreed on prices and
14 supply levels for CRTs. None of BMCC's conspiratorial conduct in connection with CRTs was
15 mandated by the Chinese government. BMCC was acting to further its own independent private
16 interests in participating in the alleged conspiracy.

17 164. Between at least 1996 and 2001, co-conspirator Philips, through Royal
18 Philips and Philips Taiwan, participated in at least 100 glass meetings at all levels. After 2001,
19 Philips participated in the CRT conspiracy through its joint venture with LG Electronics, LGPD
20 (n/k/a LP Displays). A substantial number of these meetings were attended by high level
21 executives from Philips. Philips also engaged in numerous bilateral discussions with other
22 participants. Through these discussions, Philips agreed on prices and supply levels for CRTs.
23 Philips never effectively withdrew from this conspiracy.

24 165. Co-conspirators Philips America and Philips Brazil were represented at
25 those meetings and were a party to the agreements entered at them. To the extent Philips America
26 and Philips Brazil sold and/or distributed CRT Products to direct purchasers, they played a
27 significant role in the conspiracy because Defendants and their co-conspirators wished to ensure
28 that the prices for CRT Products paid by direct purchasers would not undercut the CRT pricing

1 agreements reached at the glass meetings. Thus, Philips America and Philips Brazil were active,
2 knowing participants in the alleged conspiracy.

3
4 166. Between at least 1995 and 2007, co-conspirator Samsung SDI, through
5 Samsung SDI, Samsung SDI Malaysia, Samsung SDI Shenzhen and Samsung SDI Tianjin,
6 participated in at least 200 glass meetings at all levels. A substantial number of these meetings
7 were attended by the highest ranking executives from Samsung SDI. Samsung SDI also engaged
8 in bilateral discussions with each of the other participants on a regular basis. Through these
9 discussions, Samsung SDI agreed on prices and supply levels for CRTs.

10 167. Co-conspirators Samsung SDI America, Samsung SDI Brazil and Samsung
11 SDI Mexico were represented at those meetings and were a party to the agreements entered at
12 them. To the extent these companies sold and/or distributed CRT Products, they played a
13 significant role in the conspiracy because Defendants and their co-conspirators wished to ensure
14 that the prices for CRT Products paid by direct purchasers would not undercut the CRT pricing
15 agreements reached at the glass meetings. Thus, Samsung SDI America, Samsung SDI Brazil and
16 Samsung SDI Mexico were active, knowing participants in the alleged conspiracy.

17 168. Between at least 1998 and 2006, co-conspirator Samtel participated in
18 multiple bilateral discussions with other participants. These meetings were attended by high level
19 executives from Samtel. Through these discussions, Samtel agreed on prices and supply levels
20 for CRTs. Samtel never effectively withdrew from this conspiracy.

21 169. Between at least 1997 and 2006, co-conspirator Thai CRT participated in
22 multiple glass meetings. These meetings were attended by the highest ranking executives from
23 Thai CRT. Thai CRT also engaged in multiple bilateral discussions with other participants.
24 Through these discussions, Thai CRT agreed on prices and supply levels for CRTs. Thai CRT
25 never effectively withdrew from this conspiracy.

26 170. Between at least 1995 and 2003, co-conspirator Toshiba, through TC,
27 TDDT and TEDI, participated in several glass meetings. After 2003, Toshiba participated in the
28 CRT conspiracy through MTPD, its joint venture with Panasonic. These meetings were attended

1 by high level sales managers from Toshiba and MTPD. Toshiba also engaged in multiple
2 bilateral discussions with other participants. Through these discussions, Toshiba agreed on prices
3 and supply levels for CRTs. Toshiba never effectively withdrew from this conspiracy.

4
5 171. Co-conspirators Toshiba America, TACP, TAEC and TAIS were
6 represented at those meetings and were a party to the agreements entered at them. To the extent
7 Toshiba America, TACP, TAEC and TAIS sold and/or distributed CRT Products to direct
8 purchasers, they played a significant role in the conspiracy because Defendants and their co-
9 conspirators wished to ensure that the prices for CRT Products paid by direct purchasers would
10 not undercut the CRT pricing agreements reached at the glass meetings. Thus, Toshiba America,
11 TACP, TAEC and TAIS were active, knowing participants in the alleged conspiracy.

12 172. Between at least 1995 and 2006, co-conspirator Chunghwa, through
13 Chunghwa PT, Chunghwa Malaysia, and representatives from their factories in Fuzhuo (China)
14 and Scotland, participated in at least 100 glass meetings at all levels. A substantial number of
15 these meetings were attended by the highest ranking executives from Chunghwa, including the
16 former Chairman and CEO of Chunghwa PT, C.Y. Lin. Chunghwa also engaged in bilateral
17 discussions with other participants on a regular basis. Through these discussions, Chunghwa
18 agreed on prices and supply levels for CRTs.

19 173. Between at least 1995 and 2004, co-conspirator Daewoo, through Daewoo
20 Electronics, Orion and DOSA, participated in at least 100 glass meetings at all levels. A
21 substantial number of these meetings were attended by the highest ranking executives from
22 Daewoo. Daewoo also engaged in bilateral discussions with other participants. Through these
23 discussions, Daewoo agreed on prices and supply levels for CRTs. Bilateral discussions
24 involving Daewoo continued until Orion, its wholly-owned CRT subsidiary, filed for bankruptcy
25 in 2004. Daewoo never effectively withdrew from this conspiracy.

26 **E. The CRT Market During the Conspiracy**

27 174. Until the last few years of the CRT conspiracy, CRTs were the dominant
28 technology used in displays, including televisions and computer monitors. During the Relevant

Period, this translated into the sale of millions of CRT Products, generating billions of dollars in annual profits.

175. The following data was reported by Stanford Resources, Inc., a market research firm focused on the global electronic display industry:

Year	Units Sold (millions)	Revenue (billion US dollars)	Average Selling Price Per Unit
1998	90.5	\$18.9	\$208
1999	106.3	\$19.2	\$181
2000	119.0	\$28.0 ²	\$235

176. During the Relevant Period, North America was the largest market for CRT TVs and computer monitors. According to a report published by Fuji Chimera Research, the 1995 worldwide market for CRT monitors was 57.8 million units, 28 million of which (48.5 percent) were consumed in North America. By 2002, North America still consumed around 35 percent of the world's CRT monitor supply.

177. Defendants' and co-conspirators' collusion is evidenced by unusual price movements in the CRT Product market during the Relevant Period. In the 1990s, industry analysts repeatedly predicted declines in consumer prices for CRT Products that did not fully materialize. For example, in 1992, an analyst for Market Intelligent Research Corporation predicted that "[e]conomies of scale, in conjunction with technological improvements and advances in manufacturing techniques, will produce a drop in the price of the average electronic display to about \$50 in 1997." Information Display 9/92 p.19. Despite such predictions, and the existence of economic conditions warranting a drop in prices, CRT Product prices nonetheless remained stable.

178. In 1996, another industry source noted that "the price of the 14" tube is at a sustainable USD50 and has been for some years"

179. In early 1999, despite declining production costs and the rapid entry of flat panel display products, the price of large sized color CRTs actually rose. The price increase was

² Estimated market value of CRT units sold.

1 allegedly based on increasing global demand. In fact, this price increase was a result of the
2 collusive conduct as herein alleged.

3
4 180. After experiencing oversupply of 17" CRTs in the second half of 1999, the
5 average selling price of CRTs rose again in early 2000. A March 13, 2000 article in *Infotech*
6 *Weekly* quoted an industry analyst as saying that this price increase was "unlike most other PC-
7 related products."

8 181. A BNET Business Network news article from August 1998 reported that
9 "key components (cathode ray tubes) in computer monitors have risen in price. 'Although several
10 manufacturers raised their CRT prices in the beginning of August, additional CRT price increases
11 are expected for the beginning of October While computer monitor price increases may be a
12 necessary course of action, we [CyberVision, a computer monitor manufacturer] do not foresee a
13 drop in demand if we have to raise our prices relative to CRT price increases.'"

14 182. A 2004 article from Techtree.com reports that various computer monitor
15 manufacturers, including LG Electronics, Philips and Samsung, were raising the price of their
16 monitors in response to increases in CRT prices caused by an alleged shortage of glass shells used
17 to manufacture the tubes. Philips is quoted as saying that, "It is expected that by the end of
18 September this year [2004] there will be [a] 20% hike in the price of our CRT monitors."

19 183. Defendants and co-conspirators also conspired to limit production of CRTs
20 by shutting down production lines for days at a time, and closing or consolidating their
21 manufacturing facilities.

22 184. For example, CRT factory utilization percentage fell from 90% in the third
23 quarter of 2000 to 62% in the first quarter of 2001. This is the most dramatic example of a drop
24 in factory utilization. There were sudden drops throughout the Relevant Period but to a lesser
25 degree. Plaintiff is informed and believes that these sudden, coordinated drops in factory
26 utilization by Defendants and co-conspirators were the result of agreements to decrease output in
27 order to stabilize the prices of CRTs.

28 185. During the latter part of the Relevant Period, while demand in the United

1 States for CRT Products declined, the conspiracy was effective in moderating the normal
 2 downward pressures on prices for CRT Products caused by the entry and popularity of the new
 3 generation LCD panels and plasma display products. As Finsen Yu, President of Skyworth
 4 Macao Commercial Offshore Co., Ltd., a television maker, was quoted in January of 2007: “[t]he
 5 CRT technology is very mature; prices and technology have become stable.”

6
 7 186. During the Relevant Period, there were not only periods of unnatural and
 8 sustained price stability, but there were also increases in prices of CRTs and CRT Products.
 9 These price increases were despite the declining demand due to the approaching obsolescence of
 10 CRT Products caused by the emergence of a new, potentially superior and clearly more popular,
 11 substitutable technology.

12 187. These price increases and price stability in the market for CRT Products
 13 during the Relevant Period are inconsistent with a competitive market for a product facing rapidly
 14 decreasing demand caused by a new, substitutable technology.

15 **F. International Government Antitrust Investigations of the CRT Conspiracy**

16 188. Defendants’ and co-conspirators’ conspiracy to fix, raise, maintain and
 17 stabilize the prices of, and restrict output for, CRTs sold in the United States during the Relevant
 18 Period, has been and the subject of a multinational investigation commenced by the Antitrust
 19 Division of the United States DOJ.

20 189. Separately, the European Commission and Japan and South Korea’s Fair
 21 Trade Commissions also opened investigations into illegal price-fixing of CRTs that were being
 22 sold in Europe and Asia.

23 190. In its 2008 Annual Report, co-conspirator Toshiba reports that “[t]he
 24 Group is also being investigated by the [European] Commission and/or the U.S. Department of
 25 Justice for potential violations of competition laws with respect to semiconductors, LCD
 26 products, cathode ray tubes (CRT) and heavy electrical equipment.”

27 191. On May 6, 2008, the Hungarian Competition Authority (“HCA”)
 28 announced its own investigation into the CRT cartel. The HCA described the cartel as follows:

1
2 The Hungarian Competition Authority (Gazdasági Versenyhivatal –
3 GVH) initiated a competition supervision proceeding against the
4 following undertakings: Samsung SDI Co., Ltd., Samsung SDI
5 Germany GmbH, Samsung SDI Magyarország Zrt., Thomson TDP
6 sp. Z.o.o., LG Philips Displays Czech Republic s.r.o., LP Displays,
7 Chunghwa Pictures Tubes (UK) Ltd, Chunghwa Pictures Tubes
8 Ltd, Daewoo Orion S.A., Daewoo Electronics Global HQ, Daewoo
9 Electronics European HQ, MT Picture Display Germany GmbH,
10 Matsushita Global HQ, Matsushita European HQ.

11 Based on the data available the undertakings mentioned above
12 concerted their practice regarding the manufacturing and
13 distribution of cathode-ray tubes (including coloured pictures tubes
14 and coloured screen tubes) on the European market between 1995
15 and 2007. The anti-competitive behaviour may have concerned the
16 exchange of sensitive market information (about prices, volumes
17 sold, demand and the extent to which capacities were exploited),
18 price-fixing, the allocation of market shares, consumers and
19 volumes to be sold, the limitation of output and coordination
20 concerning the production. The undertakings evolved a structural
21 system and functional mechanism of cooperation.

22 According to the available evidences it is presumable that the
23 coordination of European and Asian undertakings regarding to the
24 European market also included Hungary from 1995 to 2007. The
25 coordination concerning the Hungarian market allegedly formed
26 part of the European coordination. Samsung SDI Magyarország.
27 was called into the proceeding since it manufactured and sold
28 cathode-ray tubes in Hungary in the examined period, and it
allegedly participated in the coordination between its parent
companies.

192. On February 10, 2009, the DOJ issued a press release announcing that a
federal grand jury in San Francisco had that same day returned a two-count indictment against the
former Chairman and Chief Executive Officer of Chunghwa, Cheng Yuan Lin a/k/a C.Y. Lin, for
his participation in global conspiracies to fix the prices of two types of CRTs used in computer
monitors and televisions. The press release notes that “[t]his is the first charge as a result of the
Antitrust Division’s ongoing investigation into the cathode ray tubes industry.” The press release
further notes that Lin had previously been indicted for his participation in a conspiracy to fix the

1 prices of TFT-LCDs. Mr. Lin's indictment states that the combination and conspiracy to fix the
2 prices of CRTs was carried out, in part, in California.

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4 193. On August 19, 2009, the DOJ issued a press release announcing that a
5 federal grand jury in San Francisco had the previous night returned a one-count indictment
6 against Wu Jen Cheng a/k/a Tony Cheng for his participation in a global conspiracy to fix the
7 prices of CDTs, the type of CRT used in computer monitors. Tony Cheng formerly was an
8 assistant Vice-President of Sales and Marketing at Chunghwa. The press release notes that Cheng
9 previously had been indicted for his participation in a conspiracy to fix the prices of TFT-LCDs.
10 Mr. Cheng's indictment states that the combination and conspiracy to fix the prices of CRTs was
11 carried out, in part, in California.

12 194. On March 30, 2010, the DOJ issued a press release announcing that a
13 federal grand jury in San Francisco had that same day returned a one-count indictment against
14 Chung Cheng Yeh a/k/a Alex Yeh for his participation in a global conspiracy to fix the prices of
15 CDTs, the type of CRT used in computer monitors. The press release identifies Yeh as a "former
16 director of sales" at "a large-Taiwan based color display tube (CDT) manufacturer." The
17 indictment states that the combination and conspiracy to fix the prices of CRTs was carried out, in
18 part, in California.

19 195. On November 9, 2010, the DOJ issued a press release announcing that a
20 federal grand jury in San Francisco had that same day returned a one-count indictment against
21 Seung-Kyu Lee a/k/a Simon Lee, Yeong-Ug Yang a/k/a Albert Yang, and Jae-Sik Kim a/k/a J.S.
22 Kim for their participation in a global conspiracy to fix the prices of CDTs, the type of CRT used
23 in computer monitors. The press release identifies Lee, Yang, and Kim as "former executives
24 from two color display tube (CDT) manufacturing companies." The indictment states that the
25 combination and conspiracy to fix the prices of CRTs was carried out, in part, in California.

26 196. On March 18, 2011, the DOJ issued a press release announcing that it had
27 reached an agreement with co-conspirator Samsung SDI in which it would plead guilty and pay a
28 \$32 million fine for its role in a conspiracy to fix prices of CDTs.

197. Samsung SDI admitted that from at least as early as January 1997 until at least as late as March 2006, it participated in a conspiracy among major CDT producers to fix prices, reduce output, and allocate market shares of CDTs sold in the United States and elsewhere. Samsung SDI admitted that in furtherance of the conspiracy it, through its officers and employees, engaged in discussions and attended meetings with representatives of other major CDT producers. During these discussions and meetings, agreements were reached to fix prices, reduce output, and allocate market shares of CDTs to be sold in the United States and elsewhere. Samsung SDI further admitted that acts in furtherance of the conspiracy were carried out in California.

198. The plea agreement of Samsung SDI requires that it cooperate with the DOJ's ongoing investigation of federal antitrust and related criminal laws involving the manufacture or sale of CDTs and CPTs.

199. As described above, in December 2012 the European Commission announced that it fined seven companies for participating in cartels to fix the prices of CRTs lasting almost ten years: Thomson, Samsung SDI, Philips, LG Electronics, Toshiba, Panasonic, and MTPD. The EC concluded that "the cartelists carried out the most harmful anti-competitive practices including price fixing, market sharing, customer allocation, capacity and output coordination and exchanges of commercial sensitive information."

G. Effects of the CRT Conspiracy

1. Examples of Reductions in Manufacturing Capacity

200. During the Relevant Period, the conspirators conspired to limit production of CRTs by shutting down production lines for days at a time and closing or consolidating manufacturing facilities.

201. In December of 2004, MTPD closed its American subsidiary's operations in Horseheads, New York, citing price and market erosion. Panasonic announced that the closing was part of the company's "global restructuring initiatives in the CRT business." The company

1 further stated that in the future, "CRTs for the North American market will be supplied by other
2 manufacturing locations in order to establish an optimum CRT manufacturing structure."

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4 202. In July of 2005, LGPD ceased CRT production at its Durham, England
5 facility, citing a shift in demand from Europe to Asia.

6 203. In December of 2005, MTPD announced that it would close its American
7 subsidiary's operations in Ohio, as well as operations in Germany, by early 2006. Like LG
8 Philips, the company explained that it was shifting its CRT operations to Asian and Chinese
9 markets.

10 204. In late 2005, Samsung SDI followed the lead of other manufacturers,
11 closing its CRT factory in Germany.

12 205. In July of 2006, Orion shut down a CRT manufacturing plant in Princeton,
13 Indiana. The same month, Panasonic announced it was shutting down its CRT factory in
14 Malaysia and liquidating its joint venture with Toshiba.

15 **2. Examples of Collusive Pricing for CRTs**

16 206. Defendants' collusion is evidenced by unusual price movements in the
17 CRT market. In the 1990s, industry analysts repeatedly predicted declines in consumer prices for
18 CRTs that did not fully materialize. For example, in 1992, an analyst for Market Intelligent
19 Research Corporation predicted that "[e]conomies of scale, in conjunction with technological
20 improvements and advances in manufacturing techniques, will produce a drop in the price of the
21 average electronic display to about \$50 in 1997." Despite such predictions, and the existence of
22 economic conditions warranting a drop in prices, CRT prices nonetheless remained stable.

23 207. In 1996, another industry source noted that "the price of the 14" tube is at a
24 sustainable USD50 and has been for some years"

25 208. In reality, prices for CRTs never approached \$50 in 1997, and were
26 consistently more than double this price.

27 209. Despite the ever-increasing popularity of, and intensifying competition
28 from, flat panel monitors, prices for CRT monitors were "stuck stubbornly at high price levels"

1 throughout 1995 according to a *CNET News.com* article. This price stabilization was purportedly
2 due exclusively to a shortage of critical components such as glass. This was a pretext used to
3 conceal the conspiracy.
4

5 210. Prices for CRT monitors did fall sharply as a result of the Asian economic
6 crisis of 1998, which severely devalued Asian currencies. This prompted the keynote speaker at
7 Asia Display 1998, an annual conference for the display industry, to state:

8 We believe that now is the time to revise our strategic plan in order to survive in
9 his tough environment and also to prepare for the coming years. This means that
10 we have to deviate from the traditional approach of the simple scale up of
11 production volume.

12 211. In early 1999, despite declining production costs and the rapid entry of flat
13 panel display products, the price of large-sized color CRTs actually rose. The price increase was
14 allegedly based on increasing global demand for the products. In fact, this price rise was the
15 result of collusive conduct amongst Defendants.

16 212. After experiencing an oversupply of 17" CRTs in the second half of 1999,
17 the average selling price of CRTs rose again in early 2000. A March 13, 2000 article quoted an
18 industry analyst as saying that this price increase was "unlike most other PC-related products."

19 213. On June 1, 2004, LG Electronics raised the prices of its 15" and 17" CRT
20 monitors in India. This price hike was falsely attributed exclusively to a shortage of glass needed
21 to manufacture CRTs.

22 214. Over the course of the Relevant Period, the price of CRTs remained stable,
23 and in some instances went up in an unexplained manner, despite the natural trend in most
24 technology products to go down over time. CRT technology was mature, and the costs of
25 production were relatively low compared to other emerging technologies. As Finsen Yu,
26 President of Skyworth Macao Commercial Off Shore Co., Ltd, a television maker, was quoted as
27 saying in January of 2007, "[t]he CRT technology is very mature; prices and technology have
28 become stable."

215. CRT prices resisted downward price pressures and remained stable over a period of many years. Even in periods of decreasing prices caused by outside factors, such as the Asian currency crisis, the prices of CRT Products did not decline as much as they would have absent the conspiracy. The stability of the price of CRTs was accomplished by the collusive activities alleged above.

3. Summary Of Effects Of The Conspiracy Involving CRTs

216. The above combination and conspiracy has had the following effects, among others:

- a. Price competition in the sale of CRTs by Defendants and their co-conspirators has been restrained, suppressed and eliminated throughout the United States;
- b. Prices for CRTs in CRT Products sold by Defendants to Circuit City directly and indirectly have been raised, fixed, maintained and stabilized at artificially high and noncompetitive levels throughout the United States; and
- c. Circuit City was deprived of the benefit of free and open competition in the purchase of CRT Products.
- d. As a direct and proximate result of the unlawful conduct of Defendants, Circuit City was injured in its business and property in that they paid more for CRT Products than it otherwise would have paid in the absence of the unlawful conduct of Defendants.

VII. PLAINTIFF'S INJURIES

217. As a purchaser of computer monitors, TVs and other devices that contained CRTs, Circuit City suffered a direct, substantial and reasonably foreseeable injury as a result of Defendants' conspiracy to raise, fix, stabilize or maintain the price of CRTs at supra-competitive levels. Defendants' conspiracy artificially inflated the price of CRTs causing Circuit City to pay higher prices than they would have in the absence of Defendants' conspiracy.

218. Circuit City also purchased CRT Products containing CRTs from OEMs as well as others, which in turn purchased CRTs from Defendants and their co-conspirators. Defendants' conspiracy affected and artificially inflated the price of CRTs purchased by these

1 OEMs and others, which paid higher prices for CRTs than they would have absent the conspiracy.
2 The conspiracy artificially inflated the prices of CRTs included in CRT Products.
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4 219. The OEMs and others passed on to their customers, including Circuit City,
5 the overcharges caused by Defendants' conspiracy. Thus, Circuit City suffered injury when it
6 purchased CRT Products containing such price-fixed CRTs from the OEMs and others.

7 220. Once a CRT leaves its place of manufacture, it remains essentially
8 unchanged as it moves through the distribution system. CRTs are identifiable, discrete physical
9 objects that do not change form or become an indistinguishable part of a CRT Product. Thus,
10 CRTs follow a physical chain from Defendants through manufacturers of CRT Products sold to
11 Circuit City.

12 221. The market for CRTs and the market for CRT Products are inextricably
13 linked and cannot be considered separately. Defendants are well aware of this intimate
14 relationship.

15 222. Throughout the Relevant Period, Defendants and their co-conspirators
16 controlled the market for CRTs. Consequently, during the Relevant Period, the OEMs had no
17 choice but to purchase CRTs from Defendants and others at prices that were artificially inflated,
18 fixed and stabilized by Defendants' conspiracy.

19 223. As a result, Circuit City was injured in connection with its purchases of
20 CRT Products during the Relevant Period.

21 **VIII. FRAUDULENT CONCEALMENT**

22 224. Neither Circuit City Trust nor Circuit City had actual or constructive
23 knowledge of the facts supporting its claims for relief despite diligence in trying to discover the
24 pertinent facts. Neither Circuit City Trust nor Circuit City discovered, and could not have
25 discovered through the exercise of reasonable diligence, the existence of the conspiracy alleged
26 herein. Defendants engaged in a secret conspiracy that did not give rise to facts that would put
27 Circuit City Trust or Circuit City on inquiry notice that there was a conspiracy to fix the prices of
28 CRTs.

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225. Because Defendants' agreement, understanding and conspiracy were kept secret, Circuit City Trust and Circuit City were unaware of Defendants' unlawful conduct alleged herein and did not know that it was paying artificially high prices for CRT Products.

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226. The affirmative acts of Defendants alleged herein, including acts in furtherance of the conspiracy, were wrongfully concealed and carried out in a manner that precluded detection. As noted above, Defendants and their co-conspirators organized glass meetings to avoid detection, conducted bilateral meetings in secret and agreed at glass meetings to orchestrate the giving of pretextual reasons for their pricing actions and output restrictions. Defendants and their co-conspirators would coordinate and exchange in advance the texts of the proposed communications with customers containing these pretextual statements and would coordinate which co-conspirator would first communicate these pretextual statements to customers.

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227. By its very nature, Defendants' price-fixing conspiracy was inherently self-concealing.

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228. Neither Circuit City nor Circuit City Trust could have discovered the alleged contract, conspiracy or combination at an earlier date by the exercise of reasonable diligence because of the deceptive practices and techniques of secrecy employed by Defendants and their co-conspirators to avoid detection of, and fraudulently conceal, their contract, conspiracy or combination. The contract, conspiracy or combination as herein alleged was fraudulently concealed by Defendants by various means and methods, including, but not limited to, secret meetings, surreptitious communications between Defendants by the use of the telephone or in-person meetings in order to prevent the existence of written records, discussion on how to evade antitrust laws and concealing the existence and nature of their competitor pricing discussions from non-conspirators (including customers).

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229. Defendants and their co-conspirators agreed not to publicly discuss the existence or nature of the conspiracy or their agreements. Meetings related to CDTs and CPTs were held separately to avoid detection. Participants at glass meetings were also told not to take

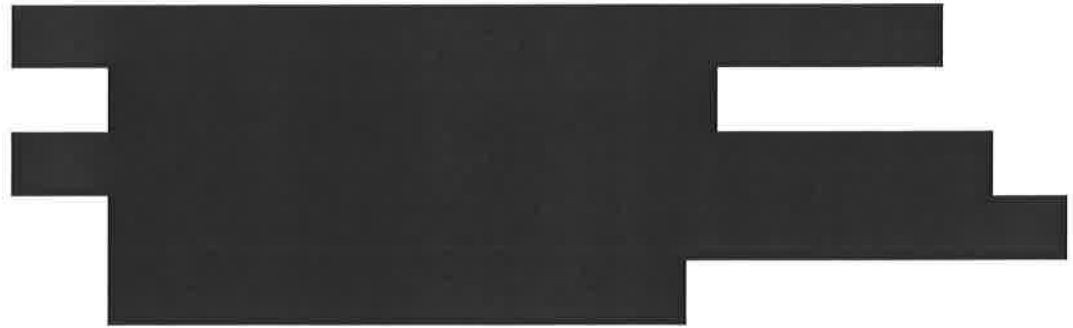
1 minutes. Attending companies also reduced the number of their respective attendees to maintain
2 secrecy. During these meetings, top executives and other officials attending these meetings were
3 instructed on more than once occasion not to disclose the fact of these meetings to outsiders, or
4 even to other employees of Defendants not involved in CRT pricing or production. In fact, the
5 top executives who attended conspiracy meetings agreed to stagger their arrivals and departures at
6 such meetings to avoid being seen in public with each other and with the express purpose and
7 effect of keeping them secret.

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232. Defendants also agreed at glass meetings and bilateral meetings to give pretextual reasons for price increases and output reductions to their customers.

233. As alleged above, in early 1999, despite declining production costs and the rapid entry of flat panel display products, the price of large-sized color CRTs actually rose. The price increase was allegedly based on increasing global demand for the products. In fact, this price rise was the result of collusive conduct amongst Defendants, which was undisclosed at the time.

234. As alleged above, despite increased competition from flat panel monitors, prices for CRT monitors were stuck stubbornly at high price levels throughout 2001. This price stabilization was purportedly due exclusively to a shortage of critical components such as glass. This was a pretext used to cover up the conspiracy.

235. In addition, when several CRT manufacturers, including Samsung, Philips and LG Electronics, increased the price of CRTs in 2004, the price hike was blamed on a shortage of glass shells use for manufacturing CRT monitors. In justifying this price increase, a Deputy General Manager for an LG Electronics distributor in India stated, “[t]his shortage [of glass shells] is a global phenomena and every company has to increase the prices of CRT monitors in due course of time.”

236. Manufacturers such as LG Electronics periodically issued press statements falsely asserting that CRT prices were being driven lower by intense competition.

237. Plaintiff is informed and believes, and thereon alleges, that the purported reasons for the price increases of CRTs were materially false and misleading and made for the purpose of concealing the conspirators anti-competitive scheme as alleged herein.

238. As a result of Defendants' and their co-conspirators' fraudulent concealment of their conspiracy, the running of any statute of limitations has been tolled with respect to any claims that Plaintiff has as a result of the anticompetitive conduct alleged in this complaint.

IX. TOLLING

239. As discussed at length in Paragraphs 9,192-98 above, the United States Department of Justice instituted criminal proceedings and investigations against several participants in the conspiracy commencing on at least February 10, 2009. Circuit City's claims were tolled during these criminal proceedings pursuant to 15 U.S.C. § 16.

240. Circuit City's claims were tolled under *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1974), and related authorities recognizing cross-jurisdictional tolling during the pendency of the Direct Purchaser Class actions asserted against the participants in the CRT price-fixing scheme and commenced on at least November 26, 2007. Circuit City was a member of the Direct Purchaser Class Actions, including, but not limited to, the following Complaints:

- *Crago, Inc. v. Chunghwa Picture Tubes, Ltd., et al.*, No. 3:07-cv-05944-SC (Dkt. No. 1) (N.D. Cal. Nov. 26, 2007);
- *Radio & TV Equipment, Inc. v. Chunghwa Picture Tubes, Ltd.*, No. 2:08-cv-00542-JAG, (D. N.J. Jan. 28, 2008);
- *Sound Investments Corp. v. Chunghwa Picture Tubes, Ltd.*, No. 2:08-cv-00543-JAG (D. N.J. Jan. 28, 2008);
- Direct Purchaser Plaintiffs' Consolidated Amended Complaint, No. 3:07-cv-05944-SC (Dkt. No. 436) (N.D. Cal. Mar. 16, 2009).

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2 **X. CLAIM FOR VIOLATIONS**

3 **First Claim for Relief**

4 **(Violation of Section 1 of the Sherman Act)**

5 241. Plaintiff incorporates by reference all the above allegations as if fully set
6 forth herein.

7 242. Beginning no later than March 1, 1995, the exact date being unknown to
8 Circuit City and Circuit City Trust and exclusively within the knowledge of Defendants,
9 Defendants and their co-conspirators entered into a continuing contract, combination or
10 conspiracy to unreasonably restrain trade and commerce in violation of Section 1 of the Sherman
11 Act (15 U.S.C. § 1) by artificially reducing or eliminating competition in the United States.

12 243. In particular, Defendants and their co-conspirators combined and conspired
13 to raise, fix, maintain, or stabilize the prices of CRTs sold in the United States.

14 244. As a result of Defendants' unlawful conduct, prices for CRTs were raised,
15 fixed, maintained and stabilized in the United States.

16 245. The contract, combination or conspiracy among Defendants consisted of a
17 continuing agreement, understanding, and concerted action among Defendants and their co-
18 conspirators.

19 246. For purposes of formulating and effectuating their contract, combination or
20 conspiracy, Defendants and their co-conspirators did those things they contracted, combined, or
21 conspired to do, including:

- 22 a. participating in meetings and conversations to discuss the prices and
23 supply of CRTs;
- 24 b. communicating in writing and orally to fix target prices, floor prices
25 and price ranges for CRTs;
- 26 c. agreeing to manipulate prices and supply of CRTs sold in the United
27 States in a manner that deprived direct purchasers of free and open
28 competition;

- d. issuing price announcements and price quotations in accordance with the agreements reached;
- e. selling CRTs to customers in the United States at noncompetitive prices;
- f. exchanging competitively sensitive information in order to facilitate their conspiracy;
- g. agreeing to maintain or lower production capacity; and
- h. providing false statements to the public to explain increased prices for CRTs.

247. As a result of Defendants' unlawful conduct, Circuit City was injured in its businesses and property in that it paid more for CRT Products than they otherwise would have paid in the absence of Defendants' unlawful conduct.

Second Claim for Relief

(Violation of the California Cartwright Act)

248. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

249. During the Relevant Period, Circuit City conducted a substantial volume of business in California. In particular, Circuit City purchased CRT Products by sending purchase orders to California and payments for CRT Products to California. Circuit City also received shipments of CRT Products at its warehouses in California. In addition, upon information and belief, Circuit City maintained California inventories of CRT Products manufactured and sold by Defendants, their co-conspirators, and others, and operated warehouses in California. Circuit City also sold CRT Products to customers in California. Finally, Circuit City maintained offices and inventories in California of CRT Products and maintained agents and representatives in California who sold CRT Products to consumers in California. As a result of Circuit City's business operations in California, it was registered to do business in the State and paid taxes to

1 the State of California during the Relevant Period. As a result of Circuit City's substantial
2 contacts with California, Plaintiff is entitled to the protection of the laws of California.

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4 250. In addition, co-conspirators LG Display, Samsung SDI and Toshiba all
5 maintained offices in California during the Relevant Period. Employees at locations in California
6 participated in meetings and engaged in bilateral communications in California and intended and
7 did carry out anticompetitive agreement to fix the price of CRTs. Samsung SDI admitted in its
8 plea agreement that acts in furtherance of the conspiracy were carried out in California.
9 Defendants' conduct within California thus injured Plaintiff, both in California and throughout
10 the United States.

11 251. Beginning at a time presently unknown to Plaintiff, but at least as early as
12 March 1, 1995, and continuing thereafter at least up to and including at least November 25, 2007,
13 Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in
14 restraint of the trade and commerce described above in violation of the Cartwright Act, California
15 Business and Professional Code Section 16720. Defendants have each acted in violation of
16 Section 16720 to fix, raise, stabilize and maintain prices of, and allocate markets for, CRTs at
17 supra-competitive levels. Defendants' conduct substantially affected California commerce.

18 252. The aforesaid violations of Section 16720, California Business and
19 Professional Code, consisted, without limitation, of a continuing unlawful trust and concert of
20 action among Defendants and their co-conspirators, the substantial terms of which were to fix,
21 raise, maintain and stabilize the prices of, and to allocate markets for, CRTs.

22 253. For the purpose of forming and effectuating the unlawful trust, Defendants
23 and their co-conspirators have done those things which they combined and conspired to do,
24 including but in no way limited to the acts, practices and course of conduct set forth above and
25 the following:

- 26 a. to fix, raise, maintain and stabilize the price of CRTs;
- 27 b. to allocate markets for CRTs amongst themselves;
- 28 c. to submit rigged bids for the award and performance of certain CRTs contracts; and

d. to allocate among themselves the production of CRTs.

254. The combination and conspiracy alleged herein has had, inter alia, the following effects:

- a. price competition in the sale of CRTs has been restrained, suppressed and/or eliminated in the State of California;
- b. prices for CRTs sold by Defendants, their co-conspirators, and others have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels in the State of California; and
- c. those who purchased CRT Products containing price-fixed CRTs from Defendants, their co-conspirators, and others have been deprived of the benefit of free and open competition.

255. As a result of the alleged conduct of Defendants, Circuit City paid supra-competitive, artificially inflated prices for the CRT Products it purchased during the Relevant Period.

256. As a direct and proximate result of Defendants' conduct, Plaintiff has been injured in its business and property by paying more for CRT Products containing price-fixed CRTs sold by Defendants, their co-conspirators and others than it would have paid in the absence of Defendants' combination and conspiracy. As a result of Defendants' violation of Section 16720 of the California Business and Professional Code, Plaintiff is entitled to treble damages and the costs of suit, including reasonable attorneys' fees, pursuant to Section 16750(a) of the California Business and Professions Code.

Third Claim for Relief

(Violation of California Unfair Competition Law)

257. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

258. Defendants have engaged in unfair competition in violation of California's Unfair Competition Law, California Business and Professional Code § 17200 *et seq.*

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259. This Complaint is filed, and these proceedings are pursuant to Sections 17203 and 17204 of the California Business & Professions Code, to obtain restitution from Defendant of all revenues, earnings, profits compensation, and benefits which they obtained as a result of their unlawful, unfair, and fraudulent conduct.

260. The unlawful, unfair, and fraudulent business practices of Defendants, as alleged above, injured Plaintiff and members of the public in that Defendants' conduct restrained competition, causing Circuit City and others to pay supra-competitive and artificially inflated prices for CRT Products.

a. Defendants' Unlawful Business Practices: As alleged, Defendants violated Section 1 of the Sherman Act and the California Cartwright Act by entering into and engaging in a continuing unlawful trust in restraint of trade and commerce. Defendants illegally conspired, combined, and agreed to fix, raise, maintain, and/or stabilize prices, and to restrict the output of CRTs.

b. Defendants' Unfair Business Practices: As alleged above, Defendants violated Section 1 of the Sherman Act and the California Cartwright Act by entering into and engaging in a continuing unlawful trust in restraint of trade and commerce. Defendants illegally conspired, combined, and agreed to fix, raise, maintain, and/or stabilize prices, and to restrict the output of CRTs.

c. Defendants' Fraudulent Business Practices: As alleged above, Defendants took affirmative actions to conceal their collusive activity by keeping meetings with coconspirators secret and making false public statements about the reasons for artificially inflated prices of CRTs. Members of the public were likely to be deceived, and Circuit City and Circuit City Trust were in fact deceived by Defendants' fraudulent actions. As a result of Defendants' unfair competition, Plaintiff suffered injury in fact and has lost money or property.

261. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants, as described above, constitute a common, continuous, and continuing course of

1 conduct of unfair competition by means of unfair, unlawful, and/or fraudulent business acts or
2 practices with the meaning of Section 17200 *et seq.*

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4 262. Defendants' acts, omissions, misrepresentations, practices, and non-
5 disclosures are unfair, unconscionable, unlawful, and/or fraudulent independently of whether they
6 constitute a violation of the Sherman Act or the Cartwright Act.

7 263. Defendants' acts or practices are fraudulent or deceptive within the
8 meaning of Section 17200 *et seq.*

9 264. By reason of the foregoing, Plaintiff is entitled to full restitution and/or
10 disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been
11 obtained by Defendants as result of such business acts and practices described above.

12 **Fourth Claim for Relief**

13 **(Violation of the Illinois Antitrust Act, 740 Illinois Code 10/1 *et seq.*)**

14 265. Plaintiff incorporates and realleges, as though fully set forth herein, each
15 and every allegation set forth in the preceding paragraphs of this Complaint.

16 266. During the Relevant Period, each of the Defendants named herein, directly,
17 and through affiliates or subsidiaries or agents they dominated and controlled, manufactured,
18 sold, and/or distributed CRT Products in commerce in the United States, including Illinois.
19 Defendants' conspiracy constituted a conspiracy among competitors with the purpose and effect
20 of restraining, suppressing and/or eliminating competition in the sale of CRT Products in Illinois
21 and fixing, raising, maintaining and stabilizing CRT Product prices in Illinois at artificially high,
22 noncompetitive levels. Defendants' conduct and fraudulent concealment caused injury to Circuit
23 City, as both a direct and indirect purchaser, as Defendants' supra-competitive prices were passed
24 on to Circuit City as a purchaser.

25 267. Defendants' conspiracy substantially affected Illinois commerce and
26 unreasonably restrained trade in Illinois.

27 268. During the Conspiracy Period, Circuit City received shipments of and took
28 title to CRT Products at Circuit City's distribution center in Marion, Illinois and therefore

1 purchased the products in Illinois at artificially-inflated prices because of defendants' price fixing
2 conspiracy. Under Circuit City's contracts with defendants and other vendors, Circuit City did
3 not receive title to a substantial amount of the CRT Products ordered by Circuit City until it
4 received and accepted shipments of those CRT Products at its Marion Illinois Distribution Center.

5
6 269. During the Conspiracy Period, Circuit City conducted a substantial volume
7 of business in Illinois. Circuit City sold CRT Products and other products in retail stores in
8 Illinois and on the Internet to Illinois customers. In addition, Circuit City maintained in Illinois
9 inventories of CRT Products manufactured and sold by defendants, their co-conspirators, and
10 others. As a result of Circuit City's presence in Illinois and the substantial business it conducted
11 in Illinois, Circuit City Trust is entitled to the protection of the laws of Illinois; and

12 270. As a direct and proximate result of defendants' conduct, Circuit City was
13 injured by paying more for CRT Products purchased in Illinois from defendants, their co-
14 conspirators and others than it would have paid in the absence of defendants' combination and
15 conspiracy, and are entitled to relief under the Illinois Antitrust Act.

16 **XI. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays that the Court enter judgment on its behalf,
18 adjudging and decreeing that:

19 A. Defendants engaged in a contract, combination, and conspiracy in violation
20 of Section 1 of the Sherman Act (15 U.S.C. § 1), the California Cartwright Act, the California
21 Unfair Competition Law, and the Illinois Antitrust Act, and that Plaintiff was injured in its
22 business and property as a result of Defendants' violations, and that defendants unjustly retained
23 substantial benefits received due to such conspiracy;

24 B. Plaintiff shall recover damages sustained by it, as provided by the federal
25 and state antitrust laws, and a joint and several judgment in favor of Plaintiff shall be entered
26 against the Defendants in an amount to be trebled in accordance with such laws, including
27 Section 4 of the Clayton Act;

1 C. Defendants engaged in a contract, combination, and conspiracy in violation
2 of the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16700 *et seq.*, and Plaintiff was
3 injured in its business and property as a result of Defendants' violations;
4

5 D. Plaintiff shall recover damages sustained by it, as provided by California
6 Cartwright Act, Cal. Bus. & Prof. Code §§ 16700 *et seq.*, and a joint and several judgment in
7 favor of Plaintiff shall be entered against the Defendants in an amount to be trebled in accordance
8 with such laws;

9 E. Defendants engaged in unlawful, unfair, and fraudulent business practices
10 in violation of California Business and Professions Code §§ 17200, *et seq.*, and Plaintiff was
11 injured in its business as a result of Defendants' violations;

12 F. Plaintiff shall recover damages sustained by it as a result of Defendants'
13 violations of Cal. Bus. & Prof. Code §§ 17200 *et seq.*;

14 G. Defendants engaged in a contract, combination, and conspiracy in violation
15 of the Illinois Antitrust Act, and Plaintiff was injured in its business and property as a result of
16 Defendants' violations;

17 H. Plaintiff shall recover damages sustained by it, as provided by the Illinois
18 Antitrust Act, and a joint and several judgment in favor of Plaintiff shall be entered against the
19 Defendants;

20 I. Defendants received substantial benefits in the form of higher prices paid
21 by Circuit City for CRT Products as a result of their conspiracy, and have unjustly retained these
22 substantial benefits, at the expense of Circuit City;

23 J. Defendants shall disgorge all ill-gotten gains and Plaintiff shall be entitled
24 to restitution;

25 K. Plaintiff shall be awarded pre-judgment and post-judgment interest, and
26 such interest shall be awarded at the highest legal rate from and after the date of service of the
27 initial complaint in this action;
28

1
2 L. Plaintiff shall recover its costs of this suit, including reasonable attorneys'
3 fees as provided by law; and

4 M. Plaintiff shall receive such other or further relief as may be just and proper.

5 **XII. JURY TRIAL DEMAND**

6 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury
7 of all the claims asserted in this Complaint so triable.

8 Dated: November 8, 2013

SUSMAN GODFREY L.L.P.

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